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5 Attorneys for Defendant
6 Experian Information Solutions, Inc.
(erroneously sued as "Experian")

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

MOHAMED ABOUELHASSAN,

Plaintiff,

V.

CHASE BANK, EXPERIAN,
EQUIFAX CREDIT INFORMATION
SERVICES, INC. and DOE 1 aka "B-
Line," inclusive,

Defendants.

CASE NO. 5:07-cv-03951-JF

**DECLARATION OF BRIAN J. RECOR IN
SUPPORT OF DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC.'S MOTION
TO SET ASIDE ENTRY OF DEFAULT**

I, Brian Recor, state the following:

1. I am an attorney licensed to practice law in the State of California and admitted before the U.S. District Court for the Northern District of California. I am an associate attorney in the Irvine, California office of the law firm Jones Day, counsel for Defendant Experian Information Solutions, Inc. (“Experian”) in this action. The facts stated in this Declaration are based on my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I make this Declaration in support of Experian's Motion to Set Aside Entry of Default.

1 3. I received notice of the Court's August 28, 2007 Entry of Default from an email
2 from a codefendant's attorney on August 28, 2007. I immediately accessed the Pacer online
3 docket for this case and saw that Plaintiff's Request for Entry of Default was not available online.
4 I then telephoned the clerk of court, who faxed me a copy of the document later that afternoon.

5 4. On August 29, 2007 at approximately 11 a.m., I called Plaintiff Mohamed
6 Abouelhassan and explained to him that, based on the attachments to his Request for Entry of
7 Default, the complaint and summons were sent to a P.O. Box of ConsumerInfo.com, Inc., and that
8 service was invalid on Experian Information Solutions, Inc. I asked him to stipulate to set aside
9 the default and he offered to consider a stipulation sent by email.

10 5. On August 29, 2007 at 12:11 p.m., I sent a draft stipulation to Plaintiff by email
11 for his review and response to avoid motion practice. I did not receive a response.

12 6. On August 29, 2007 at approximately 4:30 p.m., I called Plaintiff to ask if he
13 would agree to stipulate to set aside the default. Plaintiff told me that Experian would have to file
14 the motion and he would do research to see whether he opposed it. He told me he thought his
15 wife may have filed another motion and, if so, he would fax me any documents.

17 I declare under penalty of perjury under the laws of the State of California that the above
18 is true and correct.

Executed on August 29, 2007, at Irvine, California.

/s/ Brian J. Recor